

RESOLUTION OF BOSTON REDEVELOPMENT AUTHORITY APPROVING REQUEST FOR CONSENT TO EARLY LAND DISPOSITION, DESIGNATION OF REDEVELOPER, AUTHORIZATION TO EXECUTE A LAND DISPOSITION AGREEMENT, AND PROPOSED DISPOSITION IN THE CAMPUS HIGH SCHOOL URBAN RENEWAL AREA, PROJECT No. MASS. R-129

WHEREAS, under date of February 26, 1969, a Temporary Loan Contract (Early Land Acquisition) for the Campus High School Urban Renewal Area, pursuant to Title I of the Housing Act of 1949, as amended, was entered into by and between the Boston Redevelopment Authority, herein referred to as the "Authority", and the United States of America; and

WHEREAS, the said contract provides the Authority may not dispose of any land in the said area prior to approval of the Urban Renewal Plan for said area; and

WHEREAS, an Urban Renewal Plan has been prepared and was approved by the Authority on July 9, 1970; and

WHEREAS, said Plan has not yet received the required local approvals thereof; and

WHEREAS, it is desirable and in the public interest that the Authority be able to proceed with land disposition activities prior to the required local approvals of said Plan; and

WHEREAS, the Public Facilities Department is ready to commence construction of the Campus High School on Parcels P-1 and P-2b; and

WHEREAS, the construction of said high school will serve to provide much-needed classroom space; and

WHEREAS, the commencement of construction on said Parcels P-1 and P-2b will provide much-needed new employment and in general be beneficial to the financial and physical well-being of the community and its inhabitants; and

WHEREAS, the redevelopment and renewal to be accomplished by such construction will serve the purposes of Title I of the Housing Act of 1949, as amended, and Chapter 121B of the General Laws; and

WHEREAS, under said Title I and under said Chapter 121B land covered by a Temporary Loan Contract (Early Land Acquisition) may be disposed of provided certain consents are first obtained, and it is the intention of the Authority to obtain such consents prior to disposition; and

WHEREAS, the Boston City Council, by Resolution dated December 28, 1966, has consented to such disposition;

NOW, THEREFORE, BE IT RESOLVED BY THE BOSTON REDEVELOPMENT AUTHORITY THAT:

(1) The filing of a request on behalf of the Authority for a waiver to said Contract in order to permit the disposition of Parcels P-1 and P-2b in the Campus High School Urban Renewal Area is hereby authorized and approved, and the Director is authorized to file such a request with the Department of Housing and Urban Development.

(2) The Director is authorized to request the consent, as required, of any and all City and State officials, elected bodies and agencies to the proposed disposition of Parcels P-1 and P-2b in the Campus High Urban Renewal Area.

(3) The Public Facilities Department of the City of Boston be and hereby is designated as redeveloper of Parcels P-1 and P-2b in the Campus High School Urban Renewal Area subject to approval by the Authority of Final Plans and Specifications, publication of public disclosure information and issuance of approvals required by the Housing Act of 1949, as amended.

(4) Disposal of said parcel by negotiation is the appropriate method of disposition of said parcels.

(5) It is hereby determined that said developer possesses the qualifications and financial resources necessary to acquire and develop the land.

(6) The Director be and he hereby is authorized, for and in behalf of the Boston Redevelopment Authority, to execute and deliver a Land Disposition Agreement between the Authority, as seller, and the Public Facilities Department, as the buyer, respecting Parcels P-1 and P-2b in the Campus High School Urban Renewal Area, such agreement to be substantially in the form and containing substantially the same provisions and wording as the Land Disposition Agreement presented to this meeting.

(7) The Director is further authorized to execute and deliver a Deed, or Deeds, conveying said property pursuant to such Land Disposition Agreement, to which a certificate of this resolution is attached shall be conclusive evidence that the terms and provisions thereof are by the Director deemed proper and in the best interests of the Authority.

(8) The Secretary is hereby authorized and directed to publish notice of the proposed disposition transaction in accordance with Section 105 (e) of the Housing Act of 1949, as amended, including information with respect to the Redeveloper's Statement for Public Disclosure (Federal Form H-6004).

4 LAND DISPOSITION AGREEMENT

by and between

BOSTON REDEVELOPMENT AUTHORITY

and

CITY OF BOSTON

STAGE I of PARCEL P-1

CAMPUS HIGH SCHOOL URBAN RENEWAL AREA

LAND DISPOSITION AGREEMENT

THIS AGREEMENT, made and entered into this day of 1970, by and between BOSTON REDEVELOPMENT AUTHORITY, and the CITY OF BOSTON, a municipal corporation, acting by and through its Public Facilities Commission created pursuant to Chapter 642 of the Acts of 1966.

WHEREAS, the City of Boston, acting through its Public Facilities Commission, upon the recommendation of the Director of Public Facilities, has determined that the parcel of land located in the City of Boston, hereinafter called the "Property", constitutes a suitable site for a new public high school for the City of Boston, and the Commission desires to have the City acquire such site, and to redevelop such land for public high school purposes.

WITNESSETH THAT the parties hereto have agreed as follows:

ARTICLE I

DEFINITIONS

Section 101: Defined Terms

For the purposes of this Agreement, the following terms shall have the meanings, respectively, ascribed to them below:

(a) "Authority" shall mean the Boston Redevelopment Authority, a public body, politic and corporate, created pursuant to Chapter 121B Section 4, of the Massachusetts General Laws, and shall include any successor in interest, whether by act of a party to this Agreement or by operation of law or otherwise.

(b) "Redeveloper" shall mean City of Boston, a municipal corporation, acting by and through its Public Facilities Commission, and shall include any successor in interest or assign, whether by act of a party to this Agreement or by operation of law or otherwise.

(c) The "Property" refers to Parcel P-1 and Parcel P-2B of the Campus High School Urban Renewal Project Area and shall mean that property described: in Exhibit "A" attached hereto and made a part hereof and shown on a Plan entitled "Preliminary Plan of Land in Boston, Disposition Parcel P-1 of the Campus High School Urban Renewal Area, Project No. Mass. R-129", prepared by Green Engineering Affiliates, Inc., dated July 30, 1970 which Plan is attached hereto and made a part hereof as Exhibit "B", and in Exhibit "E" attached hereto and made a part hereof and shown on a Plan entitled "Preliminary Plan of Land in Boston, Delivery Parcel P-2B of Campus High School Urban Renewal Area Project No. Mass. R-129", prepared by Green Engineering Affiliates, Inc. dated August 28, 1970 which Plan is attached hereto and made a part hereof as Exhibit "F" together with the fee to the centerline of all public streets abutting this property, proposed or existing.

(d) "Stage I of the Property" refers to a parcel of land containing approximately 308,380 square feet of land as shown on a plan entitled "Plan of Land in Boston, Delivery Parcel of Campus High School, Urban Renewal Area, Project No. Mass. R-129, Stage I Campus High School", prepared by Green Engineering Affiliates, Inc. dated January 12, 1970, attached hereto as Exhibit "C" and shall mean that property described in Exhibit "D" attached hereto and made a part hereof.

(e) "Plan" shall mean the Campus High School Urban Renewal Plan adopted by the Authority on July 9, 1970, as it may be amended in accordance with the provisions therein contained.

(f) "Architect" shall mean the firm of Marcel Breuer and Associates, Architects, New York City, New York, acting pursuant to a contract for architectural services with respect to the Improvements to be erected on Stage I of the Property, a copy of which contract has been deposited with the Authority, which firm or contract shall not be changed without the prior written consent of the Authority in each instance.

(g) "Final Working Drawings and Specifications" shall mean the final working drawings and specifications respecting Stage I of

Parcel P-1 in the Campus High School Urban Renewal Area submitted by the Public Facilities Commission and prepared by Marcel Breuer and Associates, Architects.

(h) "Improvements" shall mean the buildings and landscaping to be constructed by the Redeveloper pursuant to the Final Working Drawings and Specifications.

(i) "HUD" shall mean the Department of Housing and Urban Development or any officer duly authorized to act in its behalf.

TRANSFER OF THE PROPERTY AND PAYMENT THEREFORSection 201: Covenant of Sale

The Authority covenants and agrees to sell and convey, and the Redeveloper covenants and agrees to purchase the Property for a purchase price of Four Hundred Twenty-Five Thousand Dollars (\$425,000) subject to HUD concurrence. It is understood and agreed that the Property will be conveyed in two or more stages. Stage I containing approximately 308,380 square feet as shown on a plan entitled "Plan of Land in Boston, Delivery Parcel of Campus High School, Urban Renewal Area, Project No. Mass. R-129, Stage I Campus High School", prepared by Green Engineering Affiliates, Inc. dated January 12, 1970, attached hereto as Exhibit "C" will be conveyed for a purchase price of Seventy-Seven Thousand Ninety-Five Dollars (\$77,095) subject to HUD concurrence, which purchase price shall be paid to the Authority in cash or check, drawn to its order, at the time of closing. It is further understood and agreed that the balance or remainder of the property to be conveyed, which will be the subject matter of another land disposition agreement or other land disposition agreements between the Authority and the Redeveloper will be paid in the same manner as above at the time of subsequent closing or closings.

Section 202: Condition of Land to be Conveyed

The Authority agrees that, at the time of sale and conveyance and delivery of possession of the Property, including Stage I, the property, except as otherwise shown on Exhibits "B" and "C" shall be free and clear of all buildings, structures and improvements except streets, sidewalks, (subsequent to the discontinuance action by the Public Improvement Commission of the City of Boston and prior to the conveyance the Authority will use its best efforts to notify and obtain confirmation from the public and private utility owners that their respective services should be deactivated and where necessary removed), and walls and foundations below the surface, and all cellar holes and excavations shall be filled to the level of the surrounding ground in a good and workmanlike manner, and the finished surface shall be rough graded so as to conform approximately to the street elevations of the area as these now exist. Nothing herein shall be

construed to require the Authority to undertake to remove by blasting or any other manner any natural outcroppings or deposits of rock which may be on the Property.

Section 203: Time of Sale and Conveyance

The sale, conveyance and delivery of possession of Stage I of the Property, and the purchase of the same by the Redeveloper, shall, subject to the provisions of Section 205, take place on January 2, 1971 at a closing to be held at the office of the Authority or such other place as the Authority may designate; provided, however, that the sale and conveyance and delivery of possession of Stage I of the Property to the Redeveloper may take place at an earlier or later date upon agreement of the parties hereto. In any event, however, Stage I of the Property, shall be conveyed not later than

March 1, 1971. The balance or remainder of the Property to be conveyed will be conveyed in one or more stages on terms and conditions to be set forth in another land disposition agreement or other land disposition agreements between the Authority and the Redeveloper.

Section 204: Title and Instrument of Conveyance

The sale and conveyance shall be by quitclaim deed of good and marketable fee simple title to Stage I of the Property, free and clear of all liens and encumbrances, but subject to all conditions, covenants and restrictions set forth or referred to in this Agreement and the Plan or in either thereof, except as to obligations to be performed prior to the time of closing. None of the provisions of this Agreement are intended to or shall be merged by reason of any deed transferring title to Stage I of the Property from the Authority to the Redeveloper, and any such deed shall not be deemed to affect or impair the provisions and covenants of this Agreement.

Section 205: Default by Authority

In the event that the Authority shall be unable to give title or to make conveyance or to deliver possession of Stage I of the Property as provided for herein, then (1) all obligations of the parties hereunder shall cease; and (2) this Agreement shall be void and without recourse to the parties hereto, provided, however, that the Authority may elect to use reasonable efforts to remove any

defects in title and to deliver possession as herein agreed, and for this purpose the time for performance by the Authority shall be extended for a period of ninety (90) days, or such longer period as the Authority and the Redeveloper shall mutually agree; provided further that the Redeveloper shall have the election, either at the original or any extended time for performance, to accept such title as the Authority can deliver to Stage I of the Property (if then cleared) and to pay therefor without deduction, in which case the Authority shall convey such title to the Redeveloper. The acceptance of a deed by the Redeveloper shall be deemed a full performance and discharge of every agreement and obligation herein contained with respect to Stage I of the Property, except such as are, by the express terms hereof, to be performed after the delivery of the deed.

Section 206: Conditions Precedent to Conveyance

The Authority shall not be obligated to make conveyance of Stage I of the Property unless and until the following events have all occurred:

(a) The Final Working Drawings and Specifications for Foundations have been submitted by the Redeveloper and approved by the Authority, as provided in Section 302 hereof.

(b) The Redeveloper shall submit to the Authority evidence of the proper and legal appropriation of sufficient funds to construct the improvements in accordance with said approved Final Working Drawings and Specifications for Foundations.

Section 207: Federal Tax Stamps and Other Closing Costs

The Redeveloper shall pay the costs of any Federal or State documentary Tax stamps which may be required, and all recording fees, including the cost of recording this Agreement, it being agreed that this Agreement shall be recorded.

ARTICLE III

RESTRICTIONS AND CONTROLS UPON REDEVELOPMENT

Section 301: Redevelopment Pursuant to Plan

(a) The Redeveloper, for itself and its successors and assigns, covenants, promises and agrees:

Section 301 (Cont.)

- (1) To devote the Property to the uses specified in the Plan;
- (2) Not to use or devote the Property or any part thereof for any use other than the uses or purposes specified in the Plan, or contrary to any of the applicable limitations or requirements of the Plan;
- (3) Not to discriminate upon the basis of race, color, sex, religion or national origin in the sale, lease or rental or in the use or occupancy of the Property or any improvements erected or to be erected thereon, or any part thereof.

(b) It is intended and agreed, that the deed shall so expressly provide, that the covenants provided in the sub-section (a) of this Section shall be covenants running with the land and that they shall, in any event, and without regard to technical classification or designations, legal or otherwise, and except only as otherwise specifically provided in this Agreement, be, to the fullest extent permitted by law and equity, binding for the benefit and in favor of, and enforceable by, the Authority, its successors and assigns, and the United States (in the case of the covenant in subdivision (3) of subsection (a) of this Section), against the Redeveloper, its successors and assigns and every successor in interest to the Property or any part thereof or any interest therein, and any party in possession or occupancy of the Property or any part thereof.

(c) The covenants in subdivisions (1) and (2) of sub-section (a) of this Section, and all rights and obligations under any of said covenants, shall terminate upon the expiration of the Term of the Plan; and the covenant in subdivision (3) and all rights and obligations under said covenant, shall terminate upon the expiration of one hundred (100) years from the date of the deed of the Property or any part thereof from the Authority to the Redeveloper; provided, however, that the provisions of this sub-section shall not abate, or be a ground for abatement of any action, suit, or other legal proceeding instituted prior to the termination of the covenants.

Section 302: Improvements and Submission of Plans

(a) The Property shall be used for the construction of a new public high school, such Improvements to be built in accordance with the Final Working Drawings and Specifications as approved by the Authority and the applicable standards and controls of the

Plan.

(b) No Improvements shall be constructed which are not shown on the approved Final Working Drawings and Specifications, nor shall any work be done on the construction of the Improvements if such work deviates from the approved Final Working Drawings and Specifications in any of the following respects: (1) If the external appearance of the building and materials (including roof and penthouse) is affected in any way; (2) if there are any changes in materials, design, dimensions, or color in the public lobbies, entrances, arcades or open spaces; except and only to the extent that modifications thereof have been requested by the Redeveloper in writing and have been approved in writing by the Authority.

(c) Construction of the Improvements hereunder shall be in conformity with all applicable State and local laws and regulations.

(d) The Redeveloper agrees to provide, as part of the construction of Improvements required pursuant to this Agreement, works of art satisfactory to the Authority, and agrees to expend for such works of art a sum not less than 1% of the total amount to be expended by the Redeveloper for such construction of the proposed building and landscaping, but excluding the parking areas. The arts, as used herein, shall be deemed to include ornaments, arrangements, or effects created through the use of sculpture, bas-reliefs, mosaics, frescos, murals, prints, tapestries, paintings, and fountains which are sculpture in themselves or designed to enhance the setting of sculpture. The Redeveloper agrees to include in the Final Working Drawings and Specifications submitted to the Authority a general program for employment of art in the development to support and enhance the architectural and site design proposals.

Section 303: Time for Commencement and Completion of Construction

(a) The Redeveloper shall begin the construction of the foundations on Stage I of the Property in accordance with the approved Final Working Drawings and Specifications for foundations within thirty (30) days after delivery of the deed to and possession of Stage I of the Property to the

Redeveloper, unless no bid for foundations is accepted and no contract for foundations is awarded by the Redeveloper, in which event the time for commencement of construction shall be extended as appropriate.

(b) The Redeveloper shall submit, within ninety (90) days of commencement of the construction of the foundations, Final Working Drawings and Specifications, for the buildings above the foundations on Stage I of the Property.

(c) The Redeveloper shall begin the construction of the buildings above the foundations on Stage I of the Property in accordance with the approved Final Working Drawings and Specifications for the buildings above the foundations within thirty (30) days of approval of said Final Working Drawings and Specifications unless no general bid is accepted and no general contract is awarded by the Redeveloper, in which event the time for commencement of construction shall be extended as appropriate.

(d) The Redeveloper shall diligently prosecute to completion the construction of the Improvements on Stage I of the Property and shall, in any event, complete such construction not later than thirty (30) months after the commencement thereof.

(e.) The Redeveloper shall submit, either by itself or through its Architect, a detailed estimated progress schedule at the time construction is begun, in a format generally used in the construction of buildings. This schedule shall be resubmitted each month until the construction of the Improvements has been completed, with actual progress shown. This monthly submission shall be accompanied by a written report by the Redeveloper or its Architect citing any adjustments to the progress forecast, analyzing the causes thereof, and, where applicable noting corrective efforts. After the sale and conveyance and delivery of possession of Stage I of the Property to the Redeveloper and during the period of the Plan, such work of the Redeveloper shall be subject to inspection by representatives of the Authority, and the United States of America, and the Authority shall notify the Redeveloper promptly of any defects observed by it.

(f) Prior to the sale and conveyance and delivery of possession of Stage I of the Property, the Authority shall permit the Redeveloper access thereto, whenever and to the extent necessary to carry out the purposes of this Agreement.

(g) It is intended and agreed that the agreements and covenants contained in this Section 303 with respect to the beginning and completion of the Improvements on Stage I of the Property shall be covenants running with the land.

Section 304: When Improvements Completed

The building of Improvements on Stage I of the Property shall be deemed completed for the purposes of this Agreement when the Improvements required of the Redeveloper by the provisions of this Agreement have been built and are substantially ready for occupancy and shall incontestably be deemed completed for the purposes of this Agreement upon the issuance of a Certificate of Completion by the Authority, which shall be in recordable form and shall not be unreasonably withheld by the Authority.

If the Authority shall refuse or fail to issue such a Certificate in accordance with the provisions of this Section, the Authority shall within ninety (90) days after written request by the Redeveloper, provide the Redeveloper with a written statement, indicating in adequate detail in what respect the Redeveloper has failed to complete the Improvements in accordance with the provisions of this Agreement, or is otherwise in default, and what measures or actions will be necessary, in the opinion of the Authority, for the Redeveloper to take or perform in order to obtain such a Certificate.

Section 305: Non-Discriminations in Employment

The Redeveloper, for itself, and its successors and assigns agrees that in the construction of the Improvements provided for in the Agreement:

- (a) The Redeveloper will not discriminate against any employee or applicant for employment because of race, color, sex, religion or national origin. The Redeveloper will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, sex, religion or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Redeveloper agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Authority setting forth the provisions of this nondiscrimination clause.

- (b) The Redeveloper will, in all solicitations or advertisements for employees place by or on behalf of the Redeveloper, state that all qualified applicants will receive consideration for employment without regard to race, color, sex, religion or national origin.
- (c) The Redeveloper will send to each labor union or representative of workers with which the Redeveloper has a collective bargaining agreement or other contract or understanding, a notice, to be provided, advising the labor union or workers' representative of the Redeveloper's commitment under Section 202 of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 17, 1967, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (d) The Redeveloper will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 17, 1967, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (e) The Redeveloper will furnish all information and reports required by Executive Order 11246 of September 24, 1965 as amended by Executive Order 11375 of October 17, 1967, and by the rules, regulations, and orders of the Secretary of Labor, or the Secretary of Housing and Urban Development pursuant thereto, and will permit access to the Redeveloper's books, records, and accounts by the Authority, the Secretary of Housing and Urban Development and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (f) In the event of the Redeveloper's noncompliance with the nondiscrimination clauses of this Section or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated or suspended in whole or or in part and the Redeveloper may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 17, 1967, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.
- (g) The Redeveloper will include the provisions of paragraphs (a) through (g) of this Section in every contract of purchase order and will require the inclusion of these provisions in every subcontract entered into by any of its contractors unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 17, 1967, so that such provisions will be binding upon each such contractor, subcontractor or vendor, as the case may be. The contractor will take such action with respect to any construction contract, subcontract, or purchase order as the Authority or the Department of Housing and Urban Development may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the Redeveloper becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Authority or the Department of Housing and Urban Development, the Redeveloper may request the United States to enter into such litigation to protect the interests of the United States.

For the purposes of including such provisions in any construction contract, subcontract or purchase order, as required, the first three lines of this Section shall be changed to read: "During the performance of this contract, the contractor agrees as follows:" and the term "Redeveloper" shall be changed to "Contractor."

ARTICLE IV

TRANSFER OF REDEVELOPER'S INTEREST

Section 401: General Terms Relating to Transfer of Interest in Stage I of the Property By Redeveloper

The Redeveloper shall not, prior to the completion of the construction of the Improvements on Stage I of the Property, make, or suffer to be made, any assignment or any manner of transfer of its interest in Stage I of the Property or portion thereof or in this Agreement, other than transfers to other boards, commissions, or agencies of the City, and other than contracts or agreements to be performed subsequent to such completion, except upon compliance with the following:

- (1) The transferee or transferees shall have been approved as such, in writing, by the Authority;
- (2) The transferee or transferees, by valid instrument in writing, satisfactory to the Authority, shall have expressly assumed, for themselves and their successors and assigns and directly to and for the benefit of the Authority, all obligations of the Redeveloper provided for in this Agreement, provided, however, that the fact that any transferee shall, whatever the reason, not have assumed such obligations, shall not (unless and only to the extent otherwise specifically provided in this Agreement or agreed to in writing by the Authority) relieve or except such transferee of or from such obligations or deprive or limit the Authority of or with respect to any rights or limitations or controls with respect to Stage I of the Property or the Construction of the Improvements; and
- (3) Any consideration obtained by the Redeveloper from the transferee or transferees in excess of an amount representing the actual cost to the Redeveloper of the interest transferred, including the cost of any Improvement made thereon and carrying charges, shall be paid over to the Authority.

Section 401 (Cont.)

- (4) The Redeveloper and its transferee or transferees shall comply with such other conditions as the Authority may find desirable in order to achieve and safeguard the purposes of the Massachusetts Housing Authority Law and the Plan.

ARTICLE V

PROVISIONS RELATING TO OPERATION AND MAINTENANCE

Section 501: Maintenance and Operation of Improvements

The Redeveloper shall, at all times until the expiration of the term of the Plan, keep the Improvements constructed on Stage I of the Property in good and safe condition and repair, and in the occupancy, maintenance and operation of Improvements and Stage I of the Property, comply with all laws, ordinances, codes and regulations applicable thereto.

Section 502: Additions to or Subtractions from Completed Improvements

After the Improvements required by the Plan and this Agreement to be constructed by the Redeveloper on Stage I of the Property, or any portion thereof, have been completed, the Redeveloper shall not, until the expiration of the term of the Plan, reconstruct, demolish or subtract therefrom or make any additions thereto or extensions thereof, which involve significant alteration of the exterior design or dimensions, without the prior written approval of the Authority.

ARTICLE VI

RIGHTS, REMEDIES, AND PROCEDURES IN THE EVENT
OF A BREACH BY REDEVELOPER

Section 601: Failure or Refusal by Redeveloper to Purchase Fee
Simple Title and Possession

In the event that the Redeveloper shall (other than as provided in Section 206 of this Agreement) fail or refuse to complete the purchase and accept possession of Stage I of the Property as set forth in Section 204 of this Agreement, the Authority may, upon such failure or refusal, in its sole discretion terminate, by written notice to the Redeveloper, all of its obligations to the Redeveloper

hereunder.

Section 602: Remedies for Other Breaches

It is understood by the parties hereto that in the event any party shall fail to comply with or violate any of the provisions of this Agreement, then the other party hereto may institute such actions and proceedings to compel specific performance and payment of all damages, expenses, and costs. Neither these remedies nor that class of remedies more particularly described in this Agreement shall be exclusive unless specifically so described.

ARTICLE VII

MISCELLANEOUS PROVISIONS

Section 701: Covenants to be Enforceable by Authority and United States

Any covenant herein contained which is expressed to be a covenant running with the land shall be contained in any instrument of conveyance relating to The Property or any part thereof and shall, in any event and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in this Agreement be, to the fullest extent permitted by law and equity, binding for the benefit and in favor of, and enforceable by, the Authority (and the United States in the case of the covenant provided in Section 301(a)(3) hereof) against the Redeveloper (including its successors and assigns to or of the Property or any part thereof or any interest therein). In amplification, and not in restriction of the provisions hereof, it is intended and agreed that the Authority shall be deemed a beneficiary of such covenants and the United States shall be deemed a beneficiary of the Covenant provided in Section 301(a)(3) hereof, both for and in their or its own right and also for the purposes of protecting the interests of the community and the other parties public or private, in whose favor or for whose benefit such covenants have been provided, and such covenants shall be in force and effect, without regard to whether the Authority or the United States has at any time been, remains or is an owner of or in possession of any land to, or in favor of, which the covenants relate.

It is the intention of the Authority that the benefit of the covenants running with the land which are contained in any instrument of conveyance relating to the Property or any part thereof shall be enforceable only by the Authority (and the United States in the case of the covenant provided in Section 301(a)(3) hereof) and those holding title to an interest in the Property or any part thereof and that such covenants shall not be enforceable by transferees of other land owned by the Authority in the area covered by the Plan.

Section 702: Finality of Approvals

Where, pursuant to this Agreement, any document of or proposed action by the Redeveloper is submitted by it to the Authority, and the Redeveloper has been notified in writing by the Authority that the same is approved or is satisfactory, such determination shall be conclusively deemed to be a final determination by the Authority with respect to such particular document or proposed action for which such approval or notice of satisfaction was given.

Section 703: How Agreement Affected by Provisions Being Held Invalid

If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the requirements of applicable laws and of the Plan.

Section 704: Parties Barred From Interest In Project

No member of the Congress of the United States of America shall be admitted to any share of part hereof, or to any benefit to arise therefrom.

No member, official, or employee of the Authority shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his personal interest or the interests of any corporation, partnership, or association in which he is, directly or indirectly, interested. No member, official or employee of the Authority shall be personally liable to the Redeveloper in the event of any default or breach by

the Authority or for any amount which may become due to the Redeveloper or on any obligations under the terms of this Agreement.

Section 705: Agreement Binding on Successors and Assigns

The provisions of this Agreement shall be binding upon, and shall inure to the benefit of the respective successors and assigns of the parties hereto.

Section 706: Waivers

Any right or remedy which the Authority or the Redeveloper may have under this Agreement, or any of its provisions, may be waived in writing by the Authority or by the Redeveloper, as the case may be, without execution of a new or supplementary Agreement, but any such waiver shall not affect any other rights not specifically waived.

Section 707: Amendments

This Agreement may be amended only by a written document, duly executed by the parties hereto, evidencing the mutual agreement of the parties hereto to such amendment.

Section 708: Notices

Whenever under this Agreement notices, approvals, authorizations, determinations, satisfactions, or waivers are required or permitted, such notices, approvals, authorizations, determinations, satisfactions or waivers shall be effective and valid only when given in writing signed by a duly authorized officer of the Authority or Redeveloper, and sent to the other party by registered or certified mail, postage prepaid, and addressed as follows or in such other manner or to such other address as the other party shall direct by prior notice:

If to the Redeveloper: - City of Boston
Public Facilities Commission
Room 603, City Hall
One City Hall Square
Boston, Massachusetts
c/o Robert T. Kenney
Director of Public Facilities

If to the Authority: - Boston Redevelopment Authority
City Hall
1 City Hall Square
Boston, Massachusetts
c/o John D. Warner
Director

Section 709: Excusable Delays

For the purposes of any of the provisions of this Agreement, neither the Authority nor the Redeveloper, as the case may be, shall be considered in breach of or default in its obligations with respect to the preparation of Stage I of the Property for redevelopment, or the beginning and completion of construction of the Improvements, or progress in respect thereto, in the event of unavoidable delay in the performance of such obligations due to causes beyond its control and without its fault or negligence, including, but not restricted to, acts of God, or of the public enemy, acts of the Government, including acts of any federal, state or municipal government or any agency, thereof, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, material shortages, freight embargoes, and unusually severe weather or delays of subcontractors due to such causes; it being the purposes and intent of this provision that in the event of the occurrence of any such delay, the time or times for performance of the obligations of the Authority with respect to the preparation of Stage I of the Property for redevelopment or of the Redeveloper with respect to construction of the Improvements, as the case may be, shall be extended for the period of the delay: Provided, that the party seeking the benefit of the provisions of this Section shall, within ten (10) days after the beginning of any such delay have first notified the other party thereof in writing, and of the cause or causes thereof and requested an extension for the period of the delay. In calculating the length of the delay, not only actual work stoppages, but also any consequential delays resulting from such stoppages as well, shall be considered.

IN WITNESS WHEREOF, on the day of
at Boston, Massachusetts, the parties hereto have caused this
Agreement in five counterparts to be signed, sealed and delivered
by their duly authorized officers, respectively.

Signed, sealed and
delivered in the
presence of:

BOSTON REDEVELOPMENT AUTHORITY

By _____
Director

CITY OF BOSTON
By Public Facilities Commission

By _____
Director of Public Facilities

Approved as to form:

John C. Conley
General Counsel
Boston Redevelopment Authority

Herbert P. Gleason
Corporation Counsel
City of Boston

Approved as to availability
of appropriation:

City Auditor
City of Boston

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

Date _____

Then personally appeared before me the above-named John D. Warner, Director, who executed the foregoing Agreement on behalf of Boston Redevelopment Authority and acknowledged the same to be the free act and deed of said Authority.

Notary Public
My commission expires

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

Date _____

Then personally appeared before me the above-named Robert T. Kenney, Director of Public Facilities, who executed the foregoing Agreement on behalf of the City of Boston, a municipal Corporation and acknowledge the same to be the free act and deed of said Corporation.

Notary Public
My commission expires

CAMPUS HIGH SCHOOL PARCEL P-1

Description of a permanent taking prepared by Green Engineering Affiliates, Inc., Boston, Massachusetts entitled "PLAN OF LAND IN BOSTON, DISPOSITION PARCEL P-1 of CAMPUS HIGH SCHOOL URBAN RENEWAL AREA, PROJECT NO. MASS. R-129", dated July 30, 1970 as follows:

Beginning at a point at the intersection of the easterly side line of Roxbury Court and the northerly side line of Roxbury Street; thence running $N30^{\circ}-52'-47''E$ along the easterly side line of Roxbury Court and New Ruggles Street Extension one thousand five and 54/100 feet (1005.54') to a point at the intersection of the westerly side line of New Ruggles Street Extension and the southerly side line of Ruggles Street; thence turning and running $N51^{\circ}-47'-30''W$ along the southerly side line of Ruggles Street five hundred fifty six and 14/100 feet (556.14') to a point of curvature; thence along a curve to the left with a radius of sixty and 00/100 feet (60.00') and a distance of ninety nine and 21/100 feet (99.21') to a point on the easterly side line of Cabot Street; thence running $S33^{\circ}-27'-56''W$ along the easterly side line of Cabot Street two hundred forty eight and 27/100 feet (248.27') to a point of curvature; thence along a curve to the right with a radius of one hundred and 00/100 feet (100.00') and a distance of one hundred ninety two and 75/100 feet (192.75') to a point on the westerly side line of Whittier Street; thence running $N36^{\circ}-05'-47''W$ along the westerly side line of Whittier Street five hundred fifty five and 22/100 feet (555.22') to a point at the intersection of the westerly side line of Whittier Street and the southerly side line of the Inbound Service Drive; thence turning and running $S53^{\circ}-51'-56''W$ along the southerly side line of the Inbound Service Drive two hundred fifty six and 34/100 feet (256.34') to a point of curvature; thence along a curve to the left with a radius of one thousand nine hundred seventy three and 00/100 feet (1973.00') and a distance of two hundred thirty seven and 90/100 feet (237.90') to a point on the southerly side line of the Inbound Service Drive; thence running $S46^{\circ}-57'-25''W$ along the southerly side line of the Inbound Service Drive eight hundred forty two and 14/100 feet (842.14') to a point of curvature; thence along a curve to the left with a radius of two thousand seven hundred seventy three and 00/100 feet (2,773.00') and a distance of twenty five and 92/100 feet (25.92') to a point of curvature; thence along a curve to the left with a radius of seventy and 00/100 feet (70.00') and a distance of ninety seven and 69/100 feet (97.69') to a point on the Inbound Service Drive; then running $S33^{\circ}-32'-09''E$ along the Inbound Service Drive seventy one and 24/100 feet (71.24') to a point on the proposed northerly side line of New Dudley Street; thence turning and running $S89^{\circ}-00'-00''E$ along the proposed side line of New Dudley Street three hundred seventy and 40/100 feet plus or minus (370.40' +) to a point of curvature; thence along a curve to the right on the proposed side line of New Dudley Street to a point on the proposed northerly side line of New Dudley Street; thence turning and running in a north-easterly direction twenty five feet plus or minus (25'+) to the point of beginning.

The above is a parcel of land having an area of one million six hundred thousand six hundred plus or minus square feet. (1,600,600 \pm S.F.)

PRELIMINARY

CAMPUS HIGH SCHOOL PARCEL P-1A

Description of a permanent taking prepared by Green Engineering Affiliates, Inc., Boston, Massachusetts entitled "PLAN OF LAND IN BOSTON, DISPOSITION PARCEL P-1A, of CAMPUS HIGH SCHOOL URBAN RENEWAL AREA, PROJECT NO. MASS. R-129", dated June 12, 1970 as follows:

Beginning at a point at the intersection of the westerly side line of Kent Street and the northly side line of Linden Park Street, said point being the southeasterly corner of Land of the City of Boston; thence running $N31^{\circ}-56'-56''E$ along the westerly side line of Kent Street eighty four and 62/100 feet (84.62') to a angle point as the westerly side line of Kent Street; thence turning and running $N36^{\circ}-31'-41''E$ along the westerly side line of Kent Street two hundred thirty eight and 56/100 feet (238.56') to a point on the westerly side line of Kent Street; thence turning and running $N59^{\circ}-09'-19''W$ across the Land of E. & C. Realty Corp. and the City of Boston one hundred twenty one and 40/100 feet (121.40') to a point on the easterly boundary line of Land of the Catholic Archbishop of Boston; thence turning and running $N35^{\circ}-23'-30''E$ along said boundary line thirty seven and 60/100 feet (37.60') to a point said point being the northeasterly corner of said land; thence turning and running $N61^{\circ}-13'-58''W$ along northerly boundary line of said land fifty three and 68/100 feet (53.68') to a point on the easterly boundary line of Land of Eagle Engineering; thence turning and running $N32^{\circ}-12'-54''E$ along said boundary line fifty seven and 72/100 feet (57.72') to a point on the southerly side line of Vernon Street, thence turning and running $N61^{\circ}-13'-58''W$ along the southerly side line of Vernon Street one hundred forty five and 87/100 feet (145.87') to a point on the southerly side line of Vernon Street; thence turning and running $S31^{\circ}-42'-32''W$ across the Land of the Catholic Archbishop of Boston eighty four and 30/100 feet (84.30') to a point on said land; thence turning and running $N64^{\circ}-27'-26''W$ across said land one hundred and 00/100 feet (100.00') to a point on said land; thence turning and running $N27^{\circ}-44'-16''E$ across said land eighty three and 00/100 feet (83.00') to a point on the southerly side line of Vernon Street; thence turning and running $N66^{\circ}-12'-12''W$ along the southerly side line of Vernon Street forty and 36/100 feet (40.36') to a angle point on southerly side line of Vernon Street; thence turning and running $N58^{\circ}-44'-10''W$ along the southerly side line of Vernon Street forty and 02/100 feet (40.02') to a angle point on the southerly side line of Vernon Street; thence turning and running $N60^{\circ}-13'-12''W$ along the southerly side line of Vernon Street two hundred forty four and 38/100 feet (244.38') to a point said point being the intersection of the southerly side line of Vernon Street and the north westerly corner of Land of the City of Boston; thence turning and running $S49^{\circ}-05'-54''W$ thirty seven and 88/100 feet (37.88') to a point said point being at the intersection of the westerly side line of Lamont Street and the southerly side line of the Stony Brook Drainage Easement; thence turning and running $S09^{\circ}-20'-56''W$ along the westerly side line of Lamont Street eighty nine and 33/100 feet (89.33') to a point said point being the north easterly corner of Land of Major MacGregor

PRELIMINARY

and the westerly side line of Lamont Street; thence turning and running N82°-26'-14"W along the northerly boundary of Major MacGregor forty six and 03/100 feet (46.03') to a point said point being the north westerly corner of said land; thence turning and running S09°-20'-56"W along the westerly boundary line of said land to the center of Sigel Court forty five and 00/100 feet (45.00') to a point on the center line of Sigel Court; thence turning and running N82°-26'-14"W along the center line of Sigel Court fourteen and 00/100 feet (14.00') to a point on the westerly boundary line of said land; thence turning and running S09°-20'-56"W along the westerly boundary line of Sigel Court and the westerly property line of Lilla Rollins and Leo Biller seventy five and 00/100 feet (75.00') to a point on the northerly boundary line of land of Barney Victor; thence turning and running S82°-26'-11"E along northerly boundary of said land thirty four and 00/100 feet (34.00') to a point on said boundary line; thence turning and running S31°-10'-08"W across the said land and Linden Avenue one hundred six and 08/100 feet (106.08') to a point of curvature on the southerly side line of Linden Avenue; thence along a curve to the left on the southerly side line of Linden Avenue with a radius of one thousand one hundred thirty and 00/100 feet (1130.00') and a distance of fourteen and 48/100 feet (14.48') to a point of curvature; thence along a curve to the left on the southerly side line of Linden Avenue with a radius of five hundred fifty and 00/100 feet (550.00') and a distance of thirty eight and 15/100 feet (38.15') to a point of curvature; thence along a curve to the left on the southerly side line of Linden Avenue with a radius of one hundred fifty and 00/100 feet (150.00') and a distance of forty eight and 72/100 feet (48.72') to a point of curvature; thence along a curve to the left on the southerly side line of Linden Avenue with a radius of two hundred twenty and 00/100 feet (220.00') and a distance of one hundred and 42/100 feet (100.42') to a point of curvature; thence along a curve to the left on the easterly side line of Linden Avenue with a radius of forty two and 67/100 feet (42.67') and a distance of forty four and 15/100 feet (44.15') to a point said point being the intersection of the northerly side line of Linden Park Street and the easterly side line of Linden Avenue; thence turning and running S73°-34'-52"E along the northerly side line of Linden Park Street five hundred thirty seven and 05/100 feet (537.05') to a angle point on the northerly side line of Linden Park Street; thence turning and running S60°-25'-07"E along the northerly side line of Linden Park Street two hundred eighty two and 27/100 feet (282.27') to the point of beginning.

The above is a parcel of land having an area of three hundred eight thousand three hundred eighty square feet. (308,380 SF)

CAMPUS HIGH SCHOOL PARCEL P-2B

Description of a permanent taking prepared by Green Engineering Affiliates, Inc., Boston, Massachusetts entitled "PLAN OF LAND IN BOSTON, DELIVERY PRACEL P-2B OF CAMPUS HIGH SCHOOL URBAN RENEWAL AREA, PROJECT NO. MASS. R-129," dated August, 1970 as follows.

Beginning at a point, said point being the intersection of the easterly side line of Roxbury Court and the northerly side line of Roxbury Street; thence running $N30^{\circ}-52'-47''E$ along the easterly side line of Roxbury Court and the easterly boundary of Parcel P-1 three hundred eighteen and $17/100$ feet (318.17') to a point of curvature on the westerly side line of New Ruggles Street Extension; thence along a curve to the right with a radius of ninety and $00/100$ feet (90.00') and a distance of one hundred forty three and $06/100$ feet (143.06') to a point on the southerly side line of New Ruggles Street Extension; thence turning and running $S60^{\circ}-11'-37''E$ along said side line two hundred fifty two and $30/100$ feet (252.30') to a point of curvature on said side line; thence along a curve to the right with a radius of sixteen and $00/100$ feet (16.00') and a distance of twenty five and $13/100$ feet (25.13') to a point on the westerly side line of Shawmut Avenue; thence turning and running $S29^{\circ}-48'-23''W$ along said side line two hundred three and $77/100$ feet (203.77') to a point on said side line; thence continuing along said side line fifty nine plus or minus feet ($59 \pm '$) to a point of curvature on said side line; thence along the curve to the left a distance of thirty five and plus or minus feet ($35 \pm '$) to a point on the proposed side line of New Dudley Street; thence turning and running $N50^{\circ}-14'-55''W$ along said side line one hundred twenty three plus or minus feet ($123 \pm '$) to a point of curvature; thence along the curve to the left a distance of two hundred twenty five and plus or minus feet ($225 \pm '$) to a point on said side line; thence turning and running $N30^{\circ}-52'-47''E$ twenty and plus or minus feet ($20 \pm '$) to the point of beginning.

The above is a parcel of land having an area of ninety nine thousand six hundred sixty one plus or minus square feet ($99,661 \pm$ S. F.).

AUG 28 1970

PRELIMINARY

November 5, 1970

MEMORANDUM

To: Boston Redevelopment Authority

From: John D. Warner, Director

Subject: Campus High School Urban Renewal Project - Mass. R-129
Parcels P-1 and P-2b: Campus High School - Consent to
Early Land Disposition; Designation of Redeveloper;
and Authorization to Execute a Land Disposition Agreement

Summary: This memorandum requests that the Authority designate the Public Facilities Department of the City of Boston as Redeveloper of Parcels P-1 and P-2b within the Campus High School Urban Renewal Area, for the construction of the Campus High School; and further requests that the Authority authorize the execution of a Land Disposition Agreement between the Authority and the Public Facilities Department.

The major redevelopment proposal for the Campus High School Urban Renewal Project is a 5,000 student city-wide secondary educational complex. Known as the Campus High School, this school envisions an entirely new concept in secondary education and is planned to offer as wide a range of curricula and facilities as possible for maximum educational opportunities and development.

The Campus High School is to be built on a 35-acre site within the project area. Marcel Breuer and Associates, Architects, of New York have been selected as the architects for the school, and preliminary design drawings have been completed.

The Campus High School concept was initiated in the early 1960's as a result of a comprehensive study of Boston's schools undertaken by the Harvard Graduate School of Education. Following a study of suitable sites for this school, the Redevelopment

Authority recommended that the school be built in the Madison Park section of Lower Roxbury. On February 28, 1966, the School Committee voted to accept this site for the Campus High School. Thereupon, the Authority undertook detailed planning for a project and an Early Land Acquisition Loan Application was prepared to enable the construction of the first phase of the high school. Approval of the Early Land Program was voted by the Board on September 15, 1966 and by the City Council on December 28; federal approval and funding were granted on September 23, 1969. On November 8, 1966, the Public Facilities Commission voted to locate the Campus High School on 35 acres within the Campus High School Urban Renewal Project.

Since 1966, the Authority's planning and design staff have worked closely with the School Department and the Public Facilities Department on the development of the Campus High School proposal. Preliminary site designs for the complex have been submitted to the Authority and have been approved. The Public Facilities Department anticipates the construction of the school to be undertaken in two phases, with the first phase to begin on a seven acre site by the end of this year.

A Land Disposition Agreement between the Authority and the Public Facilities Department has been prepared and a copy is attached. The form of this LDA is the Authority's standard form for use in non-residential projects being developed by the City. The signing of this Agreement will enable the City to move ahead with the construction of the Campus High School.

I therefore recommend that the Authority at this time authorize the filing of a request with the Department of Housing and Urban Development for consent to Early Land Disposition; formally designate the Public Facilities Department as Redeveloper of Parcels P-1 and P-2b within the Campus High School Urban Renewal Project, for the construction of the Campus High School; and authorize the Director to execute and deliver a Land Disposition Agreement between the Authority and the Public Facilities Department and to execute and deliver a Deed or Deeds conveying said property pursuant to such Agreement.

An appropriate Resolution is attached.

